6. Out of the total demand of Rs. 57,42,339 in all the municipalities including arrears under assessed tax, a sum of Rs. 40,59,958 was collected during the year. leaving a balance of Rs. 16,82,381. Collections were far from satisfactory in the municipalities except in Mysore, Tumkur, Chitaldrug, Chickmagalur and Mandya Districts. Arrears outstanding are very heavy in Tumkur District.

7. The sum of Rs. 4,00,000 each provided in the State Budget for the year 1952-53 for town improvement and water-supply, respectively, was sanctioned to several municipalities and also the sum of Rs. 2,00,000 provided in the State Budget was advanced to certain town municipalities as loans for taking up drainage and water-supply works.

8. Further a supplemental grant of Rs. 50,00,000 was voted by the Legislature and was distributed to several town municipalities as loans for taking up water-supply schemes.

9. The revision of assessment was not given effect to in most of the town municipalities in the State. They are requested to take immediate action in the matter in the interest of augmenting their revenues, which is far from satisfactory.

10. The accounts of most of the municipalities for the years ranging from 1949-50 to 1951-52 were audited during the year under review.

11. There were cases of embezzlement in Mulbagal and Manchanahalli Town Municipalities.

12. The working of the municipalities during the year was fairly satisfactory. But it is observed that there is a growing tendency to look to Government for financial assistance either in the form of grants and loans for every small improvement work to be taken up. It is the fervent desire of Government that the town municipalities which are self-governing institutions become self-supporting. They have to carefully examine all possible sources of increasing their income by adopting the model bye-laws and rules, taking up improvement works such as construction of markets, bus-stands, etc., which are not only civic amenities but also will be a source of permanent revenue and further they have to practise economy and discharge their obligatory duties efficiently and satisfactorily.

13. The Commissioner for Local Self-Government in Mysore and the Deputy Commissioners of Districts are requested to keep continuous contact with town municipalities by frequent inspections and assist them to maintain a high level of efficiency in the field of local administration.

G. V. K. RAO,
Secretary to Government,
Local Self-Government and
Planning Departments.

Approves of the rules to regulate the Grant of Loans to members of the Depressed Classes to assist them to carry on Agricultural operations or start small Cottage Industries.

READ—

Government Order No. L. B. 9674-93—A. D. C. 16-53-20, dated the 30th October 1953, approving, among other things of the utilisation of a part of the grant provided under 40 A. Rural Development, 5 works outlay, (*iii*) Depressed Class Housing, for grant of loans for providing the members of the Depressed Classes with bullocks, carts, agricultural implements, manures, seeds, etc., for the purchase of cows, sheep, poultry, breeding bulls and for assistance to start Cottage Industries.

2. Letter No. R6. C. 27—53-54, dated 21st September 1953, from the Commissioner for Local Self-Government, requesting approval to the rules to regulate the grant of loans as above to members of the Depressed Classes.

ORDER No. L.B. 12409-24—A.D.C. 16-53-37, DATED BANGALORE, THE 21ST JANUARY 1954.

The rules are approved as set out in the Annexure to this order.

Urgent action may be taken to utilise the allotments sanctioned for the purpose in the Government Order, dated 30th October 1953, fully.

G. V. K. RAO,
Secretary to Government,
Local Self-Government and
Planning Departments.

ANNEXURE.

Rules for the grant of loans to members of the Depressed Classes for carrying on agriculture and animal husbandry operations and running cottage industries.

1. The purposes for which the loans will be granted, the maximum loan, the period of repayment, the security to be offered, etc., will be as follows :—

Purpose of loan 1	Maximum amount 2	Period of repayment 3	Security to be offered 4
	Rs.		
A. AGRICULTURE :			
1. Plough bullocks	300	5 Years	Land or houses equal to at least 50 per cent of the loan.
2. Implements	50	2 Years	Do
3. Seed grains, seedlings, fruit plants, etc.	50	To be repaid after harvest but in any case in not more than 3 years.	Security of the crop
4. Manures	50 (at not more than Rs. 25 per acre)	To be repaid after harvest.	Do
B. ANIMAL HUSBANDRY :			
5. Poultry	250	3 Years	The poultry plus land or houses of collateral security to at least 50 per cent of the loan.
6. Sheep.			
(1) Mutton type	200	5 Years	The animals plus land or houses of collateral security to at least 50 per cent of the loan.
(2) Woolly type	140	5 Years	Do
7. Breeding Bulls :			
(*a*) Amrithmahal	250	5 Years	The bull plus land or houses of collateral security to at least 50 per cent of the loan.
(*b*) Hallikar	500	5 Years	Do do
8. Hallikar Cows	300	5 Years	The cow plus land or houses of collateral security to at least 50 per cent of the loan.
C. COTTAGE INDUSTRIES :			
9. Purchase of tools, implements, raw materials and for working capital.	Generally not more than Rs. 100 but in special cases, the loan may go up to Rs. 300	5 Years	The tools, implements, raw materials and his immovable collateral or personal security up to 50 per cent of the loan.

2. Loans shall not be granted for more than one purpose except in the case of loans for Agriculture, in which case the maximum limit shall be Rs. 300.

3. Loans shall be granted only to Depressed Class applicants who are prepared to offer the security mentioned in column 4 of rule 1 above to the satisfaction of the Amildar of the Taluk in which the applicant resides. The khate of the lands or houses offered as security must be in the name of the grantee or the person standing as surety for the loan.

4. A thorough enquiry must be made into the genuineness of the application, the character of the applicant and the fact of title and possession to the lands offered as security. A preliminary investigation should be conducted by the Special or Hobli Revenue Inspector into the genuineness of the application and the nature and sufficiency of the security offered.

5. The applications for the loans shall be in the form annexed.

6. The loan shall as far as possible be disbursed in kind, that is, the sanctioning authority will see that the animals, implements, etc., are purchased under the supervision of he said authority and that misapplication of the loan amount is strictly prevented.

7. The Amildar will consult the officer representing the Agricultural or Animal Husbandry Department in the Taluk or the nearest officer of the Department of Industries and Commerce according to the purpose for which the loan is applied for, and pass orders sanctioning or rejecting the loan after considering the advice tendered by these officers.

8. The maximum interval between the presentation of the loan application and the issue of final orders sanctioning or rejecting the loan shall on no account exceed three weeks. No official or officer shall keep a loan record for more than three days without permission of his superior officer.

9. The loan shall be paid after the grantee executes a bond in the form enclosed and furnishes the security approved.

10. The loan shall be free of interest.

11. The number of instalments in which the loan shall be repaid shall be fixed by the authority sanctioning the loan. If any instalment is not paid on the due date and default persists in spite of a fortnight's notice served on the party, the entire balance with the cost of processes, distraint, etc., shall become recoverable, and the animals or implements purchased out of the loan shall become liable for confiscation. The balance due after the sale of the animals or implements or the entire balance of the loan, if they are not sold, shall be recoverable from the grantee as an arrear of land revenue.

12. The live stock purchased under this loan scheme shall be branded with such mark as may be prescribed.

13. The live stock and equipment purchased out of the loan shall be subject to inspection by officers of the Revenue, Agricultural, Animal Husbandry and Industries Departments.

14. Where in special cases the loan is paid in cash and the grantee does not purchase the animals or the equipment or machinery or purchases them only in part, the entire loan or such part thereof as may be determined, shall become due at once and action shall be taken for recovery as in rule 11.

15. If after all modes of recovery are exhausted the amount of loan is found to be irrecoverable, the Commissioner for Depressed Classes is empowered to write off the entire amount or such portion as may be deemed irrecoverable.

16. Necessary forms for maintenance of accounts and for periodical return will be prescribed by the Commissioner for Depressed Classes.

17. The Deputy Commissioners of Districts shall be responsible for the supervision of the loan scheme and shall effect frequent inspection of the registers and accounts maintained in connection therewith.

18. The Amildars of Taluks shall be responsible for the recovery of loans, maintenance and rendering of accounts connected therewith.

19. In the case of grantees who repay their instalments or loan in time, 25 per cent of the loan shall be refunded to them by way of reward of their punctuality.

FORM I.

FORM OF APPLICATION FOR LOAN FROM THE DEPRESSED CLASS AMELIORATION GRANTS.

To

The Amildar,

..... Taluk.

..... District.

1. Name of applicant with surname if any and age.
2. Father's name with surname if any.
3. Name of village.
4. Name of Hobli.
5. Amount of loan required.
6. Purpose for which the loan is wanted.
   (*a*) Purchase of bulls.
   (*b*) Purchase of seed grains including Sugar cane Seeds or paddy seeds).
   (*c*) Agricultural Implements.
   (*d*) Manure.
7. Security offered for the loan.

Land (Survey Nos. and description)				House (Description—Khaneshumari and boundary, etc.,)			
S. No.	Description.	Extent. W. D. G.	Boundary	Tiled Thatched.	Dimension	Boundary	

8. Is he the Khatedar of the land or Shikmidar of the land offered as security?
9. Is he the full owner of the House offered as security or is he a co-sharer?
10. How he got the land? Is it ancestral property or self acquired?
11. If self acquired, is it purchased or obtained by Dharkhast?
12. Is he aware of the rules of repayment and has he agreed to repay it in five annual instalments?
13. Collateral security offered by the applicant:

Property:

1. Particulars of the property.
2. Locality where the property is situated.
3. Present market value of the property.
4. Whether encumbered and if so, how and to what extent.

(*N.B.*—The life insurance policies cannot be accepted as collateral security).

5. Person.
   (1) Status.
   (2) Sum assured.

I, ... declare that statements made above are true to the best of my knowledge and belief. I have noted that if there is default in the payment of the instalments, the implements, machinery, or tools purchased with the aid of the loan shall become liable for confiscation and that if there is any amount still to be paid by me to Government it may be recovered as an arrear of land revenue.

Place
Date

Signature of applicant(s).

ORDER.

Witness:

1.
2.

AMILDAR

FORM II.

FINANCIAL ASSISTANCE TO ARTISANS AND CRAFTSMEN OF DEPRESSED CLASSES.

1. Full name of applicant(s) with father's name.
2. Place of residence—full address.
3. Age, date of birth, place of birth and caste.
4. Nature of Industry or business in respect of which the grant is applied for.
5. Is the Industry or business already started? If so, give the date and year of starting and the amount invested.
6. Names, specifications and cost of tools, implements or machinery required.

(Use separate sheets and submit statement as below :—)

Name. (a)	Specification. (b)	Cost. (c)

7. Name and value of raw materials required.
8. Sources of raw materials, whether local, provincial or purchased from outside the province.
9. Approximate cost of production and estimated profit.
10. Capital invested or to be invested.
    (a) Fixed capital such as cost of machinery, tools, appliances, shed etc.
    (b) Working capital for the purchase of raw materials, payment of wages, etc.
    (c) Annual turn over of the existing business.
11. Market for finished goods whether local or provincial.
12. Amount of debts if any (disclose all details and rate of interest).
13. The form and extent of financial assistance required :—
    (a) for capital goods.
    (b) for working capital.
14. The rate at which the grant of loan will be repaid ; No. of instalments.
15. Any other useful information.
16. Permanent postal address.

I, ... declare that statements made above are true to the best of my knowledge and belief. I have noted that if there is default in the payment of the instalments, the implements, machinery or tools purchased with the aid of the loan shall become liable for confiscation and that if there is any amount still to be paid by me to Government it may be recovered as an arrear of land revenue.

Place

Date

Signature of applicant(s).

Witness :—

1.

2.

No. D. 3982-3—I. & C. 49-50-9, dated 8th September 1950.

AGREEMENT.

AGREEMENT made this.....day of.....195 , between His Highness the Rajpramukh of Mysore represented by the Amildar of the..... Taluk hereinafter called "the Grantor" which expression where the context so admits shall include his successors in office and assigns, of the one part and..... .....and son of.....resident of..... .....herein-after called "the Grantee" and "..... .....herein-after called "the Surety", which expressions where the context so admits shall include their/his/its heirs, executors, administrators, representatives and permitted assigns/ successors, of the other part.

WHEREAS the Grantor has sanctioned a loan of Rs.....to the Grantee payable in instalments to be specified by the Grantor for the purpose of..... .....on the conditions laid down in the rules regulating the grants of loans to assist members of the Depressed Classes to carry on agricultural and animal husbandry operations and in starting cottage industries, on the security of the moveable and immoveable properties mentioned in the schedule below hereby pledged as security for the loan sanctioned ;

AND WHEREAS under the aforesaid rules the Grantee and the Surety are required to execute an Agreement in the form hereinafter appearing ;

NOW, THIS AGREEMENT WITNESSETH that in consideration of the aforesaid grant the Grantee and the Surety hereby covenant with the Grantor as follows :—

(i) That the Grantee will abide by and carry out all the rules regulating the grant of these loans (hereinafter called "the Rules") and any conditions imposed by the order sanctioning the grant.

(ii) That the Grantee will spend and utilise the said loan for the purpose for which it is granted within a period of.....from the date of receipt of the grant,

(iii) That the Grantee will apply the said loan solely for the purposes for which it is given and not for any other purpose.

(iv) That the Grantee will whenever so required allow the officers of the..... .....Departments to inspect the work for which the grant is made and the animals, machinery, tools, equipment, etc., purchased out of the loan.

(v) That the Grantee will purchase all or specified articles from the loan, through the Department of.....the Government of Mysore. All such animals, machinery, tools and equipments so purchased with the aid of the loan will remain hypothecated to the Grantor till such time as the terms and conditions of this Agreement have been fulfilled.

(vi) that the Grantee will not sell, mortgage or otherwise alienate, charges or assign the animals, tools and machinery without the previous sanction in writing of the Grantor.

PROVIDED ALWAYS and it is hereby agreed that in any of the following cases, namely:—

(a) when the Grantee commits a breach of any of the covenants hereinbefore contained or fails to fulfill any other condition that may have been laid down by the Grantor, or

(b) when the Grantee defaults in the payment of instalments or fails to take sufficient measures to safeguard the animals, tools, machinery, etc., from loss by fire, accident, etc., or fails to maintain the same in an efficient condition, the Grantor shall be at liberty to recover the whole or any portion of the grant remaining unpaid as an arrear of land revenue from the Grantee or the Surety or from both and to call upon the Grantee to refund the whole or such portion of the loan as has already been paid and/or to return all animals and serviceable materials including tools or equipment purchased from the loan, failing which the Grantor may seize and sell by auction or otherwise the animals, machinery, tools, etc., as well as other property which is hypothecated or otherwise pledged to the Government and appropriate the proceeds thereof towards such sums as may be due from the Grantee.

(2) AND IT IS HEREBY FURTHER AGREED between the parties that the Stamp duty payable under the Law in respect of this Agreement shall be borne by the Grantee.

(vii) All questions raised by the Grantee or the Surety arising out of this Agreement or in relation thereto or regarding the interpretation of any clause thereof, shall be referred in writing to the Commissioner for Depressed Classes and his decision thereon shall be conclusive and binding on the Grantee and Surety.

IN WITNESS WHEREOF the Grantor of the one part and the Grantee and the Surety of the other part have put in their signatures below on the dates respectively mentioned against their signatures.

SCHEDULE.

1. Items of property offered as security by the Grantee.
2. Items of property offered as security by the Surety.

Date.....195 .

Amount Rs.....

Signed by (full name).....

Grantee (Signature).....

In the presence of.....

and of.....

Signed by (Grantee's signatures).....

In the presence of.....

and of.....

LAW SECRETARIAT

Records Administration Report of the Labour Department for the year ended 31st March 1953, with certain observations.

READ—

Administration Report of the Department of Labour for the year ended 31st March 1953 received with correspondence ending with letter No. T. 3 Per. Y. 1—52-53 dated 11th November 1953.

ORDER No. L. S. 6853-56—L.W. 181-53-2, DATED BANGALORE, THE 3RD FEBRUARY 1954.

Recorded.

2. The Administration Report was required to be submitted to Government by 5th July 1953. The main roport was received by Government as late as 4th November 1953 and certain statements to accompany the report were received only on 11th November 1953. The Labour Commissioner is requested to see that in future the Report with all the statements is sent to Government promptly on or before the scheduled date and no room is given for any delay.

Tours.—The Commissioner of Labour has toured in all for 107 days, of which 72 days' tour is within the State and the rest 35 days outside the State, as against 74 days in the previous year. There is a marked improvement in the touring done by him. There is improvement in the itineration done by the Assistant Commissioner of Labour, Shimoga, the touring being for 60 days. The itineration done by the Assistant Commissioner of Labour, Bangalore Division, is the least, the Industrial concerns being situated in and around the Municipal Area. The touring done by other Assistant Commissioner of Labour is fairly satisfactory.